

ATTACHMENT 1

PERFORMANCE WORK STATEMENT

1. GENERAL:

1.1 Description of Work: The contractor shall furnish all personnel, management, transportation, material, parts, supplies, and equipment (except as provided herein as Government furnished), to perform preventive maintenance repairs, and tests of elevators, wheelchair/stairlifts, and dumbwaiters located at Fort Wainwright and Fort Greely, Alaska. Work shall be performed in strict accordance with the operation, testing and reporting specifications cited in this attachment, and in Technical Exhibits 1 and 2 of this solicitation.

1.2 Personnel:

1.2.1 All technicians performing under this contract must be trained and certified by the International Union of Elevator Constructors in elevator, wheelchair/stairlifts, and dumbwaiters maintenance, emergency repair and testing with a minimum of three (3) years recent experience. Contractor shall submit qualifications of personnel proposed for performance under this contract at the time their bids are submitted.

1.2.2. After award of the contract, but before commencement of work the contractor shall provide the Contracting Officer (KO) with a written list of personnel, including technicians, Qualified Elevator Inspector (QEI) and Contract Manager (Contractor's representative) who shall be responsible for the performance of the work and who shall have full authority to act for the Contractor under the contract, and any alternate(s) who may be authorized to act for the Contractor when the Contract Manager is absent. This list shall contain phone numbers where the Contract Manager or alternate(s) may be contacted during and outside of normal work hours, and the full name and work assignment of each employee proposed for work under this contract. Thereafter, any addition, or deletion of employees, or change in work assignment shall be provided in writing to the Contracting Officer within ten (10) calendar days of such change.

1.2.3. While performing under the contract, each employee shall wear a name tag, provided by the Contractor which shows the full name of the employee and the name under which the Contractor is doing business.

1.2.4. All Contractor employees shall maintain a neat appearance while performing under the contract.

1.3 Quality Control:

1.3.1 The Contractor shall establish and maintain a complete quality control program to ensure that the requirements of the contract are provided as specified. The Contractor's Quality Control Program shall be updated and copies provided to the Contracting Officer and Contracting Officer's Representative as changes occur throughout the performance of the contract.

1.3.2. The Contractor's Quality Control Program shall include, but not be limited to, the following:

- 1) A plan for routine maintenance, emergency repair and testing of wheelchair/stairlifts, and dumbwaiters which is in accordance with the Government's specifications detailed in this document, and the recommendations of the Original Equipment Manufacturer (OEM);
- 2) Planned deficiency prevention methods;
- 3) An outline for recurring preventive maintenance; and,
- 4) A key control plan.

1.3.3 The Contractor's proposed Quality Control Program shall be submitted as part of the original bid.

1.4 Physical Security:

1.4.1. The Contractor shall be responsible for safeguarding all Government property which has been provided to the Contractor for maintenance or repair, and secure Government facilities, equipment and materials at the end of each work period.

1.4.2. The Contractor shall establish and initiate methods of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. It is the Contractor's responsibility to prohibit the use of keys issued by the Government by any persons other than the Contractor's employees. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the contractor's employees to permit entrance of persons other than Contractor's employees engaged in the performance of assigned work in those areas. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that will be included in the Quality Control Program. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas.

1.4.3. The Contractor shall immediately report the occurrence of a lost or duplicated key to the Contracting Officer.

1.4.4. In the event keys, other than master keys, are lost or duplicated, the Contractor shall be required, upon direction of the Contracting Officer to re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the next monthly payment due the Contractor.

1.5. Hours of Operation:

1.5.1. Work shall not be performed on Federal Legal holidays (see Local clause RCO-AK 004, entitled "Holidays"), with the exception of emergency repairs requested by the Government.

1.5.2. The Contractor may perform work on the Government installation during extended hours in order to ensure timely completion of scheduled work. These extended hours may be worked only with the prior approval of the Contracting Officer, and shall be performed at no additional cost to the Government.

1.6. Conservation of Utilities:

1.6.1. The Contractor shall be required to comply with all energy conservation regulations and instructions that are applicable to Government-owned facilities including, but not limited to, thermostat settings.

1.7. Safety Requirements:

1.7.1. The Contractor shall provide protection for Government property to prevent damage during the period of time the Government property is under the control or in the possession of the Contractor.

1.7.2. The Contractor shall include a clause in all subcontracts to require subcontractors to comply with the safety conditions of this contract as applicable.

1.7.3. The Contractor shall report promptly to the Contracting Officer, or the Contracting Officer's Representative, all available facts relating to any instance of damage to Government property, or injury to either Contractor or Government personnel in connection with repairs accomplished under this contract.

1.7.4. The Contractor shall fully acquaint his/her personnel with the location of fire protection equipment at the job location before commencement of work, take full prudent measures to minimize fire hazards which result from work, and shall comply with all Government agency fire and safety regulations.

1.7.5. The Contractor shall conform to the latest editions of the National, State and Local, Fire Safety, Health and Electrical codes (see subparagraph 7.3.).

2. DEFINITIONS:

2.1. Standard Definitions:

2.1.1. Contracting Officer (KO): The individual with the authority to enter into, administer, and/or terminate contracts. The Contracting Officer is the exclusive Government official authorized to execute changes, deviations, or variations in the contract.

2.1.2. Contracting Officer's Representative (COR): A Government representative designated in writing by the Contracting Officer, to be responsible for quality assurance, inspection, and performance. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract. A copy of the letter identifying the Contracting Officer's Representative will be provided to the Contractor by the Contracting Officer.

2.1.3. Performance Work Statement (PWS): An organized written document setting forth the specific requirements which are essential for acceptable completion of the requested services.

2.1.4. Preventive Maintenance (PM): To clean, lubricate or adjust components, or assemblies of components as necessitated by wear, tear, damage, or failure of parts, according to the manufacturer's specifications and service requirements.

2.1.5. Service Repair: Repair work performed during normal duty hours and scheduled as a result of the Preventive Maintenance Inspections conducted by the Contractor.

2.1.6. Emergency Repairs: Emergency repairs are defined as repairs to a system which has failed, or is failing to operate as described by the latest edition of National, State and Local Fire, Safety, Health, Electrical and Original Equipment Manufacturers specifications. The Contractor must respond to emergency repair requests within the time specified in the contract (see subparagraph 7.9).

2.1.7. Preventive Maintenance and Repair: Preventive Maintenance and Repair is described as preventive maintenance and repair required on a routine basis to prevent equipment from dropping below accepted operational standards set by the latest edition of National, State and Local Fire, Safety, Health, Electrical and Original Equipment Manufacturers specifications.

2.2. Technical Definitions Peculiar to this PWS:

2.2.1. Elevator, Wheelchair/Stair, and Dumbwaiter Lift System: A lift system that includes all appendages necessary to provide complete and responsive operation of the equipment in an efficient manner, according to the manufacturer's recommended specifications.

2.2.2. EA: "Each" under the unit of measure column in the pricing schedule denotes a single inspection/maintenance service.

2.2.3. The pricing schedule contains reimbursable Line Items that cite an estimated number of labor hours and an estimated amount for parts/materials under which the Contractor will be reimbursed for actual work performed and parts/materials replaced.

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES

3.1. The Government will make the equipment listed in the bid schedule available to the Contractor for preventive maintenance and repair in accordance with the specifications and terms of the contract.

3.1.1. All materials and equipment in the performance of the work (salvageable and non-salvageable) shall remain the property of the Government and shall be returned by the Contractor to a place designated by the Contracting Officer, unless the materials will be used as specified in subparagraph 3.1.2.

3.1.2. When equipment under this contract has been determined to be non-repairable because of condition, or declared unfit for economic rehabilitation, salvageable parts or materials from that equipment may, after approval by the Contracting Officer's Representative, be used in repair of other equipment under this contract.

3.1.3. Inventories of salvaged parts and materials referenced in the above subparagraph shall not be disposed of by the Contractor without inspection and written approval of the Contracting Officer. Salvaged parts used in the repair of Government owned equipment shall be treated by the Contractor as Government furnished material and reflected as such on Contractor invoices when submitted for payment.

3.1.4. Upon expiration of the contract, all salvage in the possession of the Contractor shall be returned to the Government within thirty (3) calendar days after such expiration.

3.2. The Government will furnish utility services for work performed on the Government installation, i.e., electricity, water, heat, and sewage.

4. CONTRACTOR FURNISHED ITEMS AND SERVICES:

4.1. Except for those items or services specifically stated to be Government furnished in paragraph 3, the Contractor shall furnish everything required to perform in accordance with this Performance Work Statement.

4.2. Within ten (10) calendar days after award of the contract the Contractor shall submit a planned inspection schedule to the Contracting Officer and the Contracting Officer's Representative for approval (see subparagraph 7.2).

4.3. The Contractor shall furnish all parts and materials required for scheduled preventive maintenance, and testing of lift systems (see reimbursable line items in the pricing schedule for replacement parts and materials). The Contractor shall have and maintain a supply of parts and supplies recommended by the OEM for preventive maintenance of the equipment listed in this contract. Parts and supplies, such as oils and lubricants, carbon and copper contacts, motor brushes, contact insulators, contact springs, relays, gate switches; etc., may be stored in the machine room and are subject to inspection by the Contracting Officer's Representative upon request. The Contracting Officer or the Contracting Officer's Representative shall be notified when it is determined by the Contractor that a part, or an aggregate of parts and materials required for a single repair of an individual lift system will exceed \$250.00. Verbal approval for expenses above this amount shall be obtained from the Contracting Officer or Contracting Officer's Representative before this repair service may be completed. The name of the Government official giving verbal approval shall be documented on the Contractor's report of this action (see subparagraph 4.4).

4.4. The Contractor shall furnish, maintain, and make available for examination by the Contracting Officer, records which are detailed, complete, and accurate. These records will be used to document compliance with the above requirements for purchase of parts and materials. Records shall contain:

4.4.1. copies of supplier invoices for parts and materials furnished to the Government;

4.4.2. copies of supplier invoices for same or singular parts and materials obtained in the normal course of business for the Contractor's commercial work;

4.4.3. records of payments to suppliers;

4.4.4. accounting records;

4.4.5. documents or written quotations for parts and materials; and,

4.4.6. any other documentation that will show that parts and materials furnished to the Government were obtained at the lowest reasonable cost available.

4.5. The Contractor shall furnish and maintain, at his/her own expense, a toll-free telephone answering service or radio dispatch system for use in the performance of this contract. The Contractor's selected type of communication system shall be monitored by the Contractor 24 hours a day, 7 days per week.

4.6. The Contractor shall furnish transportation for his/her employees to and from the work site. The Contractor shall also furnish transportation to and from the Government installation for any equipment evacuated for repair to the Contractor's establishment (see subparagraph 7.5).

4.7. The contractor is responsible for obtaining the most current manuals available from the manufacturer of the equipment to be serviced.

5. WARRANTY OF PARTS:

5.1. Notwithstanding inspection and acceptance by the Government, all parts new and rebuilt, which are installed, shall be warranted for ninety (90) days from date of installation. Any parts becoming defective within the applicable warranty period shall be replaced at no cost to the Government.

5.1.1. Should a warranty period for new or rebuilt parts offered by a manufacturer be longer than the 90 days stated above, the warranty for the longer period shall apply.

5.1.2. If a defect or nonconformance is noted during the warranty period, the Contractor will be notified in writing by the Contracting Officer. Any replaced parts or related services required to correct or re-perform shall be subject to the terms of paragraphs 5.1. and 5.1.1. above to the same extent as the parts and related services initially provided.

6. REIMBURSEMENT/INVOICES FOR PARTS AND EMERGENCY SERVICE:

6.1. The Contractor shall be reimbursed for the cost of all parts furnished when performing preventive maintenance and repair of the equipment specified in this contract under the reimbursable Line Items in the pricing schedule. The contractor's cost used herein is defined as the price paid to the supplier as evidenced by copies of the supplier's invoice, prepaid freight receipts, sales slips, warranties, and any other documents that identified the items purchased by the contractor and furnished under this contract. All documents shall be available for the contracting Officer's review and audit. The Contractor shall ensure that parts are not procured from an affiliate. The Federal Acquisition Regulation defines business concerns as affiliates of each other when, either directly or indirectly, one concern controls or has the power to control the other.

6.1.1. The Contractor will be reimbursed for Emergency services ordered by the Government and performed by the Contractor at the rate set forth in the Line Items established for emergency services in the Bid Schedule.

6.1.2. Each invoice for parts and/or emergency service shall contain the building number of the system serviced, the date of service, work completed, parts used and the name of the person who authorized the service (emergency service only). In addition, invoices for parts reimbursement must be itemized (description of part, quantity, and price), and be forwarded to the Payment Office. The Contractor shall also provide a copy to the Contracting Officer's Representative.

6.1.3. Parts and materials shall be billed at the Contractor's cost and the amount billed shall not exceed the cost of the same or similar parts and materials inventoried for the Contractor's commercial work or the lowest cost reasonably available to the Contractor, whichever is lower.

6.1.4. The Contractor is obligated to pass on any discounts earned for parts/materials other than those earned for prompt payment discounts.

6.1.5. When salvageable parts (furnished by the government) are used by the Contractor with a repair service, the parts shall be itemized on the Contractor's invoice at no cost and indicated as Government furnished parts (see subparagraph 3.1.2.).

6.2. Invoices for the scheduled inspections (monthly, every 3 months, or every 6 months) shall be forwarded as follows: One copy to the Contracting Officer's Representative for review and one copy to the Payment Office cited in block 18a of the SF 1449.

6.3. The preventive maintenance Line Items (in the pricing schedule) shall include all costs for safety inspections and testing required in compliance with the latest editions of the National, State and Local, Fire, Safety, Health, Electrical codes and the Original Equipment Manufacturers specifications (see Technical Exhibit Number 2).

7. SPECIFIC TASKS:

7.1. The Contractor shall perform in accordance with the best commercial practices and without unnecessary delays, all scheduled preventive maintenance, repair and testing necessary to maintain the elevators, wheelchair/stairlifts, and dumbwaiter systems cited in this contract for Fort Wainwright and Fort Greely, Alaska.

7.2. The Contractor shall perform preventive maintenance inspections as set forth in the Bid Schedule and any other inspections, start-ups, and tests recommended by the Original Equipment Manufacturer.

7.3. All preventive maintenance, repair and testing shall be accomplished in compliance with the latest editions of the National, State and Local Fire, Safety, Health, and Electrical codes. The phrase "latest editions" refers to the latest editions of these codes as of the date of this solicitation opening.

7.4. The Contractor shall have available suitable equipment for satisfactory performance in accordance with contract specifications, and shall provide everything necessary (instruments, personnel, testing equipment, etc.) to perform the contract services specified herein.

7.5. When repairs are necessary and the Contractor determines that a piece of equipment can not be repaired on-site and must be transferred to the Contractor's facility for repair, the Contractor shall obtain the approval of the Contracting Officer's Representative prior to the equipment removal.

7.6. Each time preventive maintenance, repair and testing are performed during the course of the contract, the Contractor shall provide records of such inspections to the Contracting Officer's Representative. These records shall indicate:

- 1) identity of the building and equipment;
- 2) date of inspection,
- 3) required parameters which were tested;
- 4) repairs performed parts replaced and labor (if any),
- 5) date of repair; if different from the inspection date,
- 6) test values; and,
- 7) any other data pertinent to the preventive maintenance, repair or testing.

7.7. Two (2) complete sets of these records shall be prepared and submitted after completion of each action. The Contracting Officer's Representative will retain the first copy, the second copy shall remain on location with the system.

7.8. Each time a preventive maintenance service is performed, the Contractor shall test the system to verify it is operating in accordance with the National, State and Local, Fire, Safety, Health, Electrical codes and the Original Equipment Manufacturers specifications.

7.9. Emergency Repairs: The Contractor shall respond to emergency repair requests (see "Emergency Repairs" under paragraph 2, Definitions) within two (2) hours after his/her notification by the Contracting Officer or the Contracting Officer's Representative. Emergency repair requests shall be accepted by the Contractor 24 hours per day, 7 days per week throughout the term of the contract. All emergency repair service shall be completed within three (3) work days unless the repair time, availability of parts, or possible need to replace the system necessitates an extended period. When the Contractor determines that repair of the system will exceed three (3) work days, the Contractor shall immediately notify the Contracting Officer and Contracting Officer's Representative so that a mutually agreeable completion time may be coordinated.

7.10. Clean Up: Each time inspections, routine maintenance, emergency repair, or testing is performed, the Contractor shall be responsible for leaving the equipment and area in a neat and clean condition, to include: elevator car, wheelchair/stairlifts, dumbwaiters, machine room, shaft, pit, and equipment. The Contractor shall dispose of trash and debris, including any hazardous wastes, in accordance with all applicable National, State and Local Fire, Safety, Health and Electrical codes.

(End of Performance Work Statement)